

**CONTAINER CORPORATION OF INDIA LTD.  
(A Govt. of India Undertaking)**

**Tender papers**

**For**

**Contract for Terminal Handling and Road  
Transportation**

**For**

**Inland Container Depot  
RAVTHA ROAD, KOTA**

**TENDER FOR CONTRACT FOR TERMINAL HANDLING AND ROAD TRANSPORTATION AT INLAND CONTAINER DEPOT, RAVTHA ROAD, KOTA FOR A PERIOD OF 24 (12+12) MONTHS FROM THE DATE OF AWARD OF CONTRACT.**

- 1) SERIAL NUMBER ASSIGNED TO THE TENDER FORM : \_\_\_\_\_
- 2) DATE OF SALE/ISSUE : \_\_\_\_\_
- 3) NAME OF THE APPLICANT TO WHOM ISSUED : \_\_\_\_\_
- 4) FULL ADDRESS OF THE TENDERER : \_\_\_\_\_

.....

Full signature of the  
Official Issuing Tender Form

Official seal

Name in block letters .....

Designation.....

THIS TENDER FORM COMPLETED IN ALL RESPECTS SHOULD BE SUBMITTED BY 1430 HRS ON 19<sup>th</sup> January 2006 AT THE OFFICE OF CHIEF GENERAL MANAGER, NORTH CENTRAL REGION, ROOM NO. 502, 5<sup>TH</sup>FLOOR, P-5, OCEAN PLAZA, SECTOR 18, NOIDA (U.P).

TENDER CONTAINING PRE QUALIFICATION BIDS WILL BE OPENED AT 1500 HRS ON 19<sup>th</sup> January AT THE ABOVE ADDRESS.

(SIGN OF THE TENDERER)  
OF INDIA LTD

(CHIEF GENERAL MANGER)/NCRO  
CONTAINER CORPORATION

\*The bid document can be also downloaded from the website of CONCOR, i.e. [www.concorindia.com](http://www.concorindia.com). However, the intending bidders should submit the document sale price of Rs.2,000/- by way of Demand Draft in favour of "Container Corporation of India Ltd." at the time of submission of bid. The bidder who downloads the tender document from website shall give an undertaking that no alteration/substitution/modification/addition/change in any word/sentences has been made in the original tender document and if at any stage, change/modification is noticed in the same, party will abide by the original terms and conditions of the tender, failing which, CONCOR reserves the right to reject the tender and /or terminate the contract. The Format of undertaking is at Annexure-VII

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This tender document consists of. 55 pages. The tenderer are requested to check that the tender document is complete while receiving the same. This tender document is not transferable under any circumstances.

All folios of this tender document must be signed by the intending tenderer and embossed with official seal at the time of submission.

**CHAPTER-I**  
**TENDER LETTER**

Dear Sir,

The complete set of tender papers for the contract for “Terminal Handling and Road Transportation” for ICD (Inland Container Depot) of CONCOR (Container Corporation of India Ltd.), Ravtha Road is enclosed. Please note that this set of tender documents comprising of the following contents is not transferable under any circumstances:

- Chapter 1 - Tender Letter
- Chapter 2 - Instructions for submission of tenders
- Chapter 3 - Scope of work & Terms & conditions governing the contract
- Annexure I - Letter of submission of tender
- Annexure II - Schedule of Rates
- Annexure III- Draft Agreement
- Annexure IV- Bank Guarantee Bond
- Annexure V- Particulars of equipments offered
- Annexure-VI -Experience Certificate
- Annexure –VII-Undertaking pertaining to non modifications in the document.

You are advised to go through the tender document carefully and understand various provisions contained therein along with their implications. You are required to submit your offer in **two separate sealed envelopes**. The first sealed envelope should contain all the documents listed in the chapter 2 on ‘Instructions for submission of tenders’. Please ensure that all the documents listed in this chapter are complete in all respects. They should also be countersigned by you on each page, except in the case of demand drafts. This envelope should be clearly superscribed as **“Pre-Qualification Bid”**.

The second sealed envelope should contain only the Schedule of Rates (Annexure II) completely filled by you as mentioned in para 4 of the Chapter 2 on Instructions for submission of tenders. Please ensure that each page of the Schedule of Rates is signed by you or your authorized representative before submitting it. This envelope should be clearly superscribed as **“Financial Bid”**.

Both the sealed envelopes should again be sealed in one envelope and duly super scribed as “Terminal Handling and Road Transportation” for ICD, Ravtha Road. This envelope duly sealed in covers as described above, should be deposited in the sealed box kept for this purpose in the office of the Chief General Manager, Container Corporation of India Ltd., Room No. 502, 5th Floor, P-5, Ocean Plaza, Sector 18 Noida (U.P), on or before 1430 hrs on 19th January 2006. It will be in your interest to ensure that the tender documents are deposited positively before the time indicated above.

Please note that the tender offers will be taken out from the box at 1500 hrs on the same date and venue in the presence of such tenderers as are present. You may either be present yourself or send your duly authorized representative at the time of tender opening.

The envelopes containing the “**pre-Qualification Bids**” only be opened at 1500 on 19<sup>th</sup> January 2006. These Pre-Qualification Bids will be evaluated as per criteria laid by CONCOR to determine the suitability of all tenderers. The envelopes containing the “**Financial Bids**” of such tenderers who qualify after consideration of the “**Pre-Qualification Bids**” will be opened on a subsequent date and time to be notified to the suitable tenderers..

CONCOR reserves the right to

- Accept or reject any or all the Pre-Qualification Bids in part or in full.
- Accept or reject any or all the Financial Bids in part or in full irrespective of their being the lowest.
- CONCOR also reserves the right to award the contract of container handling operations, cargo handling operations and road transportation to different bidders in case single suitable bidders is not found or if there are business or economic reasons for doing so.
- CONCOR reserves the right to relax the tender conditions at any stage if considered necessary for the purpose of finalizing the contract in the over all interest of CONCOR and the trade.
- CONCOR reserves the right to re-tender or negotiate with the lowest tenderer as regards the rates, terms and conditions of the tender.
- CONCOR reserves the right to pass over a tenderer who may be in same line of business i.e. competing with CONCOR.
- CONCOR reserves the right to disqualify the tenderers black-listed by State/Central Govt. undertakings/Public Sector Units.
- Please note that all customers of CONCOR shall have the option of transporting their own containers by any transporter of their own choice, in case they so desire, subject to fulfillment of conditions laid down by CONCOR for same. Mere award of contract does not confer any right on transporter for all the transportation work.
- To disqualify existing contractor if his contract was terminated by CONCOR on the ground of unsatisfactory working or otherwise or failed to perform as per the terms and conditions of the contract.

Please note that the word containers will mean all the different types of containers which are built for carriage of cargo as per ISO standards.

You are requested to peruse the tender documents carefully so as to avoid rejection of the tender for non-compliance with the necessary instructions or with terms and conditions.

You are requested to visit the site of the ICD/Ravtha Road to make yourself more conversant with the site conditions, road approaches, and distances from user industries, distances from ports etc.

You are requested to ensure that the tender documents, including the Pre-Qualification Bid and the Financial Bid are submitted after full consideration and understanding of the work envisaged under this contract as defined subsequently.

Chief General Manager  
North Central Region  
for and on behalf of Container Corporation of India Ltd

# CONTAINER CORPORATION OF INDIA LTD.

## Chapter - 2

### INSTRUCTIONS FOR SUBMISSION OF TENDER

#### 1. PREAMBLE

The work tendered for includes Terminal handling and road transportation of containers at ICD/Ravtha Road (hereinafter referred to as ICD) as directed by Terminal Manager, ICD/Ravtha Road under the overall supervision of Chief General Manager, North Central Region, Noida which is under the management of Container Corporation of India Ltd., with Corporate Office at C-3, CONCOR Bhawan, Mathura Road, Opp. Apollo Hospital, Sarita Vihar, New Delhi-110076. The details of the work required to be done are described in 'Scope of Work' in Chapter- 3.

#### 2. BONAFIDE OFFERS

The Tenderer should be a bonafide container handler/stevedore/crane operator/transporter, which shall mean an entity:

- (a) Having acquired previous experience in container handling and transportation business for a minimum period of **two years** having handled at least 1200 teus and transported at least **600 Teu's** during any two year out of the preceding three years including 2004-05.
- (b) Having sound financial standing as described in para 6 below.
- (c) Possessing requisite no. of equipment including Cranes and other handling equipment with proper AMC/suitable arrangements for maintenance and road trailers under ownership/leasing arrangements described in Chapter-3 on 'Scope of work' and terms and conditions.
- (d) Having adequate no. of technically/professionally qualified personnel with him to manage the work efficiently (to give their names, qualifications, experience & present assignment)
- (e) Meeting all other requisites laid down in this chapter elsewhere.

#### 3. TENDER DOCUMENT

Tender document must be submitted together in the manner indicated below, failing which the tender is liable to be rejected. Incomplete or conditional tender is also liable to be rejected.

#### 4. SUBMISSION OF TENDERS – TIME LIMIT/MODE

4.1 The tender documents duly completed should be submitted in **two separate** parts. The first part should be sealed in a separate envelope and superscribed as “Prequalification Bid for Contract for provision of professional services for Terminal handling and Road transportation for ICD/Ravtha Road ”. This should contain all the information including details of present business, ownership of cranes and financial standing which would enable CONCOR to decide on credentials of the tenderers for performing/doing the job besides earnest money (para 9 of Chapter – 3) and other documents listed below in para 4.1.1 and elsewhere in this chapter. The second part will consist of the “Financial Bid” for Terminal handling and Road transportation for ICD/Ravtha Road” and should be superscribed on the second envelope as such. Both the envelopes should be sealed in one envelope and duly superscribed as "Tender for Terminal handling and Road transportation for ICD/Ravtha Road” and addressed to Chief General Manager, North Central Region, Noida..

4.1.1 The following documents must be submitted in the pre-qualification bid :

- (a) Letter of Submission of Tender.
- (b) Crossed Demand Draft of Rs 2,00,000/- (Rs Two Lakhs only) towards Earnest Money Deposit.
- (c) Experience Certificates for prescribed volumes and years in original.
- (d) Documents indicating ongoing contracts in hand, if any.
- (e) Documents indicating financial ability of the firm/company for undertaking the work tendered for i.e audited financial statements of the firm/company in accordance with Para 6 of Chapter 2.
- (f) Income & Expenditure account & Balance sheet for the last 2 Financial years viz., 2003-04 and 2004-05.
- (g) Papers indicating constitution of the firm/s and the requisite Power/s of Attorney, if required.
- (h) Statement of handling equipment with proof of ownership, registration certificates & year of manufacture.
- (i) Statement of vehicles (with certified copies of RC's of vehicles proposed to be deployed for work under the contract in format given in Annexure V indicating details of owned vis-à-vis hired equipment.
- (j) In case the contractor is likely to hire equipment from other operators, then Letters of the operator about their willingness to lend equipment /vehicles to the contractor for the duration of the contract be submitted.
- (k) This Tender document with all pages intact except SOR duly signed and embossed with official seal. The Tender document must be properly numbered and binded.
- (l) Evidence of authority of the person signing tender papers and any contract resulting therefrom.
- (m) Organization chart.
- (n) Undertaking for non modifications in the Tender Document if the document is downloaded from the Web site as per Annexure VII.

- The tenderer should ordinarily ensure that all the necessary documents are submitted in the original and countersigned by him or his authorized representative. In cases, where it is not possible to submit original documents, the tenderer may submit photocopies duly notarized or certified by a gazetted officer of Govt of India. However, the original documents shall be submitted by the tenderer for scrutiny and verification by CONCOR at any time during consideration of the tenderer and failure to do so may result in rejection of the tender.
- 4.1.2. The following documents shall be submitted in the financial bid. The schedule of rates given at Annexure-‘II’ duly filled in & signed by the tenderer.
- 4.2 The tenders duly completed as described in para above must reach the designated office of Chief General Manager, North Central Region, Room No. 502, P-5, Ocean Plaza, Sector 18, Noida (UP) up to 14:30 hrs. on 19<sup>th</sup> January 2006, positively. Tenders received after 14:30 hrs. on 19<sup>th</sup> January will not be considered.
- 4.3 Any tender delivered or sent otherwise will be at the risk of tenderers. In case the date of opening is declared holiday, the tender will be received and opened on the next working day.
- 4.4 The tenders will be opened at CONCOR’s office, located at the above address at 15:00 hrs. on ..... Only the envelope containing the pre-qualification bids will be opened on the due date.
- 4.5 Sealed tenders shall be submitted either by registered post with acknowledgement due or in person. Tenders by Telegram will not be considered. The managing Director, CONCOR, reserves the rights to extend the date of submission and opening of tender.
- 4.6 All rates shall be quoted only on the proper form (Annexure-II) of the Schedule of Rates and each page of this schedule shall be signed in full by the tenderer or his authorized signatory as described in sub paras above.
- 4.7 The schedule of rates should be filled in carefully after considering all the aspects of work as described in the Chapter-3 on “Scope of Work” and “Terms & Conditions”. No request for change or variation in rates or terms and conditions of the contract shall be entertained on the grounds that the tenderer had not understood the work envisaged by this Handling and Transportation contract, or did not understand or did not have full knowledge of site conditions, method of working of DCT/ICDs, various laws applicable to the work relating to DCT/ICDs/CFSs etc., labour laws and local labour practices, various distances involved in the transportation work etc.
- 4.8 Any overwriting in the Schedule of Rates should be avoided. In case of a mistake, the mistake should be clearly cut and the correction should be signed in

full by the tenderer or his authorized signatory. The total number of cutting on each page must be mentioned on the bottom of each page.

- 4.9 The tenderer will have to submit an analysis of rates if called upon to do so by CONCOR.
- 4.10 CONCOR reserves the right to re-tender or modify the terms and condition of the tender. It also reserves the right to negotiate the rates with the lowest tenderer, i.e L-1.
- 4.11 Tenderer shall not increase his/their quoted rates in case the CONCOR administration negotiates for reduction of rates, such negotiation shall not amount to cancellation or withdrawal of the original offer and the rates, quoted will be binding on the tenderers.
- 4.12 Any variation, addition and/or omissions in the items of work to be actually carried-out shall not form a basis of any dispute regarding the rates quoted by the tenderer in the tender. The rate quoted by the tenderer shall be applicable irrespective of the volume of work.
- 4.13 The rates for all categories in the schedule of rates must be quoted in both words and figures. If there is variation between the rates quoted in “figures” and in “words” only the rates quoted in words shall be taken to be as correct and valid. If more than one or improper rate is tendered, the tender is liable to be rejected summarily and will not be considered.
- 4.14 Each folio of Tender Documents shall be signed by the intending Tenderer or such person on his behalf as is legally authorized to sign for and on his behalf and embossed with official seal at the time of submission.
- 4.15 Each and every supporting document attached with the tender should be signed by the intending tenderer and embossed with the official seal at the time of submission.
- 4.16 Tenders containing erasures, omissions or alterations are liable to be rejected. If any corrections become necessary these must be made in ink and all such corrections must be attested by full signature of the tenderer and dated

## **5. PREVIOUS EXPERIENCE OF TENDERERS**

The tenderer should enclose documents and certificates in proof, to the satisfaction of CONCOR, of his previous experience of handling and transportation business for a minimum period of **two years** having handled at least **1200 teus** and transported at least **600 Teu's** during any two years out of the preceding three years including 2004-05 at any ICD/CFS/Port facility involving similar handling and transportation works of ISO/DSO containers/heavy cargo, his technical ability and financial ability to undertake the work of the magnitude tendered for. The experience certificate must testify the kind/nature of work undertaken by the bidder. The experience should be in the same

name/firm/composition in which it is applying for this contract Tenders, which are not supported by satisfactory credentials, will not be considered.

## **6. FINANCIAL CREDIBILITY OF FIRM**

- 6.1 The tenderer should have achieved a minimum turn over of Rs.50 lakhs p.a. in its business in the same name in which he is submitting his offer during any two of the preceding three financial years i.e. FY 2002-03, 2003-04, 2004-05.
- 6.2 The financial statements like P&L A/c and Balance Sheet for the FY 2003-04 and 2004-05 should be duly audited.
- 6.3 The tenderer must have a minimum net worth of Rs. 10 lakhs based on the last available financial/balance sheet.

## **7. CONSTITUTION OF THE FIRM**

- 7.1 The tenderers who are the constituents of a Firm, Company, Association/or Society must enclose attested copies of the constitution of their Firm/Company/Association or Society, power of attorney and/or partnership deed. Cooperative societies must submit an attested copy of the certificate of registration along with the documents mentioned earlier.
- 7.2 If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and the name of his firm with its current address.
- 7.3 If the tender application is submitted by a firm in partnership, it shall be signed by all partners of the firm above their full names and current addresses or by a partner holding the Power of Attorney for the firm for signing the application, in which case the certified copy of the Power of Attorney shall accompany the tender application/document. A certified copy of the partnership deed, current address of the firm and the full names and addresses of all partners of the firm shall also accompany the tender application/document.
- 7.4 If the tender application is submitted by a Limited Company or a Limited Corporation, it shall be signed by its Managing Director or the duly authorized person holding the Power of Attorney for signing the application in which case a certified copy of the Power of Attorney shall accompany the application/document. Such Limited Company or Corporation will be required to furnish satisfactory evidence such as articles of association of its existence before the contract is awarded.
- 7.5 The cancellation of any documents such as Power of Attorney, Partnership deed etc. shall forthwith be communicated to CONCOR in writing, failing which CONCOR shall have no responsibility or liability for any action taken on the strength of the said documents submitted earlier or on the basis of the amended documents.

- 7.6 CONCOR may, recognize changes in Power of Attorney and related documents mentioned in sub-para above after obtaining proper legal advice, cost of which will be chargeable to the tenderer/contractor.

## **8. STUDY OF LOCAL CONDITIONS**

The tenderer is advised in his own interest to visit the site of the work and acquaint himself with all local conditions, means of access to the work, nature of work etc.

## **9 EQUIPMENT/VEHICLES**

- 9.1 The tenderer shall submit along with his Pre-Qualification Bid, list of Handling equipment/Trailers, he owns and which he has in hands and those he intends to deploy at ICD for execution of the work. The minimum scale of equipment envisaged for the operation has been detailed vide para 15 of Chapter - 3. The tenderer should also indicate arrangements proposed for dealing with breakdowns etc. so that the operation do not suffer.

- 9.1.1 All the equipment and vehicles deployed by the tenderers should be in good fettle and capable of handling all types of containers and cargo in accordance with ISO standards stipulated for container and cargo handling.

- 9.1.2 Bidder shall furnish details of the existing deployment of the owned equipment/vehicles with details of the agreement and duration of such deployment . Details of how this equipment/vehicles, deployed elsewhere , is proposed to be deployed under this tender, if successful, should also be furnished.

## **10. VALIDITY OF OFFER**

- 10.1 The tenderer will be required to keep the offer open for a period of 120 (one hundred twenty) days from the last date of submission of tenders. It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of the stipulation that after submitting his tender, he will not rescind from his offer or modify the terms and conditions thereof in any manner that is not acceptable to CONCOR. If the tenderer fails to observe or comply with the said stipulation, the amount of earnest money under para 9 of chapter – 3 shall be liable to be forfeited by CONCOR.

## **11. ACCEPTANCE OF TENDER**

- 11.1The authority for acceptance of the tender documents and tendered rates will rest with the Competent Authority (DIMO) of Container Corporation of India Ltd., New Delhi, who does not bind himself to accept the lowest or any other tender, nor does he undertake to assign reasons for his decision in this matter.

- 11.2Acceptance of tendered rates will be communicated by Telegram/Express Letter or by post. In case where acceptance is indicated by Telegram or Express Letter, the Formal Acceptance of tender will be forwarded to the contractor as soon as

- possible, but the Telegram or Express Letter should be deemed to conclude the contract.
- 11.3 The tender documents in which tender is submitted by a tenderer shall become the property of CONCOR and CONCOR shall have no obligation to return the same to the tenderers.
- 11.4 Canvassing in connection with tenders is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection.
- 11.5 On acceptance of the tender, the name of accredited representative(s) of the tenderer who would be responsible for taking instructions from CONCOR shall be communicated to CONCOR within two working days.
- 11.6 If tenderer deliberately gives wrong information or conceals any information/facts in his tender which shall be favorable for acceptance of his tender fraudulently, then CONCOR reserves the right to reject such tender at any stage of execution without any financial liability.

## **12. EXECUTION OF CONTRACT DOCUMENT**

- 12.1 The tenderer whose tender is accepted shall be required to appear at the office of the Chief General Manager, North Central Region, Container Corporation of India Ltd. Noida in person or, if the tenderer is a Firm, Company or a Corporation, a duly authorized representative shall so appear and execute the contract documents as prescribed in Annexure III within Ten days of the date of issue of communication from the CONCOR's office and start the work within 21 days of the date of issue of LOI or from the date stipulated by CGM/NCR whichever is later. The date of take over of the work from the previous contractor shall be taken as the date of commencement of the contract. Failure to do so shall constitute a breach of the contract concluded by the acceptance of the tender.
- 12.2 A penalty of Rs.10000 per day per equipment (Reach stacker, empty crane, forklift) and Rs. 5000/ per day per trailer will be imposed and collected for non-provision of equipment/trailer within stipulated time.
- 12.3 The starting of work at the terminal shall be treated as the date of commencement of the contract.
- 12.4 The tenderer shall treat the contents of the tender documents as private and confidential.

**13. POSTAL ADDRESS FOR COMMUNICATION**

Every tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the tenderer by post at his said address shall be deemed to have reached the tenderer in time.

**CHIEF GENERAL MANAGER**  
*For and on behalf of*  
*Container Corporation of India Ltd.*

# CONTAINER CORPORATION OF INDIA LIMITED

## **CHAPTER 3**

### **SCOPE OF WORK AND TERMS AND CONDITIONS GOVERNING CONTRACT FOR CONTAINER/CARGO HANDLING, AND TRANSPORTATION OPERATIONS AT ICD RAVTHA ROAD/KOTA FOR A PERIOD OF 24 (12+12) MONTHS.**

#### **1 WORKING HOURS OF ICD/RAVTHA ROAD/KOTA**

ICD, RAVTHA ROAD/KOTA functions round the clock 365 days for rail/road handling purposes. The working hours for the purpose of loading/unloading onto/from railway flats/wagons/road trailers stacks etc. of containers/cargo handling operations shall be from 00:00 hours to 00:00 hours.

#### **2. DESCRIPTION AND SCOPE OF WORK**

INLAND CONTAINER DEPOT, RAVTHA ROAD/KOTA (herein referred to as ICD) functions as inter-modal terminal for Containers carrying export/ import and domestic cargo destined for/arriving from various inland destination including gateway port. Through this terminal, CONCOR provides single window services to the shippers/ consignors/consignees of Rajasthan and Madhya Pradesh Area. .

The contractor will be required to undertake handling operations of loading and unloading of containers/cargo at the desired locations and as per instructions of the terminal-in-charge from time to time. Illustrative nature of work required to be done by contractor at the ICD, Ravtha Road/Kota terminal is as under:

#### **3. Container Handling operations at the terminal**

- 3.1 Unloading of container from rail flats/wagons/road trailers, stacking them on ground plus three high in nominated area and loading them on road trailers/rail flat wagon as per instructions of CONCOR staff.
- 3.2 Unloading containers from rail/wagon/ road trailers and positioning them on ground in nominated stack area in such a way as to facilitate direct stuffing/de-stuffing of the containers in the container terminal itself.
- 3.3 Shifting/ adjustment/handling of containers loaded on railway flats face to face wherever necessary as directed by Terminal Manager.

3.4 Shifting a container from one point to another with in the container terminal for purpose of adjustment or for facilitating container repairs with in ICD-RAVTHA ROAD / KOTA premises

3.5 Any other shifting/handling as directed by CONCOR staff

#### **4. CARGO HANDLING OPERATIONS(These activities to be performed as Licensee)**

The successful bidder will be required to provide adequate labour and cargo handling equipment to the exporters and importers as per their requirement for handling of their cargo and bill them/recover his charges directly from them. The rates to be charged will be fixed by CONCOR's competent authority on the basis of the rates quoted by the contractor for categories mentioned below from 4.1 to 4.4 (E1 to E3 ,M4-M6, D7- D9,OC-1 to OC-5)

However, CONCOR will be charging 5% of the total monthly billing amounts of the handling contractor towards cargo handling operations as license fee. The cycles are as under:

##### **4.1 Export Cycles**

###### **E-1 *ICD Stuffing-through warehouse***

The contractor shall arrange unloading of break-bulk cargo (of any dimension, shape, size and weight) from road vehicles and stacking the same in warehouse/nominated area; preparation of unloading tally sheet of cargo, arranging Customs examination of cargo (open/unpack the packages and repack them as per professional packing standards and arrange weighing of cargo on weighing machines whenever required); cleaning container(20'/40') internally prior to stuffing; stuffing customs cleared cargo as per standard norms; preparing stuffing tally sheet; closing doors and sealing of container(20'/40') after stuffing, as directed by CONCOR Officials.

###### **E-2 *ICD Stuffing – Direct***

The contractor shall organise direct stuffing of cargo into containers at the ICD, which will include all activities described in sub-paras C-1 above, except unloading and stacking of cargo in warehouse.

###### **E-3 *Cargo Handling in Cases of Factory Stuffed Units***

In rare cases, the contractor may be required to arrange Customs examination of factory stuffed containers in ICD on specific orders of Customs. This will be very rare. Contractor, in such cases, will be required to organize seal cutting, and arranging Customs Examination of cargo by way of opening/unpacking the packages and repacking them as per professional packing standards, arranging weighing of cargo on

weighing machines whenever required; restuffing customs cleared cargo as per standard norms; preparing tally sheet; closing doors and sealing of container after stuffing, as directed by CONCOR officials.

## **4.2 Import Cycles**

### **M-4 *ICD Destuffing – through warehouse***

The contractor shall organise cutting of seals, destuffing of import cargo (of any dimension, shape, size and weight) in nominated area/warehouse; stacking it there, preparation of destuffing tally sheet; arranging Customs examination of cargo by way of opening/unpacking the packages and repacking them as per professional packing standards, arranging weighing of cargo on weighing machines, whenever required, and loading of break-bulk cargo into trucks after Customs clearance and preparation of loading tally sheet.

### **M-5 *ICD-Destuffing – Direct***

The contractor shall organise seal-cutting of import container; destuffing of import cargo (of any dimension, shape, size and weight) in nominated area; stacking it there; preparation of tally; arranging Customs examination of cargo by way of opening/unpacking the packages and repacking them as per professional packing standards, arranging weighing of cargo on weighing machines, whenever required, and resuffing cargo in container, closing doors and sealing; final destuffing when party provides trucks; and loading of customs cleared break-bulk cargo into trucks and preparation of loading tally sheet.

### **M-6 *Cargo Handling in Cases of Factory Destuffing Units***

In selective cases, the operator may be required to do cargo handling in respect of factory destuffing units as per Customs requirements. In such cases, the contractor shall organise seal cutting of import container; destuffing of selective import cargo (of any dimension, shape, size and weight) in nominated area; stacking it there; preparation of destuffing tally sheet; arranging custom examination of cargo by way of opening/unpacking the packages and repacking them as per professional packing standards., arranging weighing of cargo on weighing machines whenever required, restuffing cargo in container, closing doors and sealing of container.

## **4.3 Domestic Cargo Handling Cycles**

### **D-7 *Terminal Stuffing-Direct***

The contractor shall arrange cleaning of nominated container internally prior to stuffing; unloading of break-bulk cargo (of any dimension, shape, size and weight) from road vehicles; stuffing the same in nominated

container; preparation of tally sheet of cargo; closing of doors; and sealing of container after stuffing, as directed by CONCOR officials.

**D-8 Terminal Destuffing - Direct**

The contractor shall organise seal cutting of inward loaded container; destuffing of domestic cargo (of any dimension, shape, size and weight), preparation of tally and its loading into trucks in nominated area.

**D-9 Handling of Leftover cargo for Back to town**

The Contractor shall load leftover/Excess cargo on party's truck, using labour or forklift.

**4.4 OUT OF CYCLE WORK**

**OC-1 Destuffing of the cargo from the container.**

In selective cases, the operator may be required to do destuffing of the cargo from the container as per Customs requirements. In such cases, the contractor shall organise seal cutting of the container; destuffing of cargo (of any dimension, shape, size and weight) in nominated area; stacking it there; preparation of destuffing tally sheet; arranging custom examination of cargo by way of opening/unpacking the packages and repacking them as per professional packing standards., arranging weighing of cargo on weighing machines whenever required, restuffing cargo in container, closing doors and sealing of container.

**OC-2 Restuffing of the cargo into the container**

In selective cases, the operator may be required to do restuffing of the cargo into the same container from nominated area as per Customs requirements. In such cases, the contractor shall organize stuffing of cargo (of any dimension, shape, size and weight) as per standard norms , preparation of stuffing tally sheet; closing doors and sealing of container(20' & 40').

**OC-3 Transshipment of cargo from one container to another container.**

In selective cases the operator may be required do to transshipment of cargo from one container to another container as per requirements. In such cases contractor shall organize labour or forklift for destuffing of the cargo from one container and again stuffed the same cargo into the another container as per slandered norms, preparation of destuffing/stuffing tally sheet; closing doors and sealing of container(20' & 40').

#### **OC-4 Unloading of the cargo from truck to ground/warehouse.**

The contractor shall arrange unloading of break-bulk cargo (of any dimension, shape, size and weight) from road vehicles and stacking the same in warehouse/nominated area; preparation of unloading tally sheet of cargo.

#### **OC-5 Loading of the cargo from ground/warehouse to truck.**

The contractor shall arrange loading of break-bulk cargo (of any dimension, shape, size and weight) from warehouse/nominated area to road vehicles and preparation of loading tally sheet of cargo.

### **5 SHORT /LONG DISTANCE TRANSPORTATION**

Illustrative nature of work required to be done by contractor at Container Depot is as under :

#### **5.1 FACTORY STUFFING**

Providing road trailer for transporting empty containers between ICD/Ravtha Road and consignor 's premises for stuffing on chasis (while the containers are loaded on road trailers), with in the under mentioned radius from ICD Ravtha Road. The nominated empty containers will normally be required to be loaded from ICD/Ravtha Road and unloaded loaded container at ICD/Ravth Road after stuffing at consignor's premises or vice-versa. Normal cycle in such cases would be One Way Empty – One Way Loaded(OWE-OWL) movement of containers. For different category of Wt. slabs(upto24MT and>24-30MT) for 20' & 40' containers.

**Note : Gross weight i.e. Tare weight + cargo weight will be considered for all purposes.**

- 1) Upto 10 Kms radius from ICD Ravtha Road
  - 2) More than 10 Kms and upto 20 Kms radius from ICD Ravtha Road
  - 3) More than 20 Kms and upto 30 Kms radius from ICD Ravtha Road
  - 4) More than 30 Kms and upto 40 Kms radius from ICD Ravtha Road
  - 5) More than 40 Kms and upto 50 Kms radius from ICD Ravtha Road
- A) Ravtha Road to Kota city limit.
  - B) Ravtha Road to Ramgang mandi Area.
  - C) Ravtha Road to Bhawani Garh.
  - D) For every additional 10 Kms.(rates to be quated separately) above 50 Kms., upto a distance of 150 kms.

**Note : For evolution of the financial bid rates payable to contractor at 100km will be considered for more than 50kms.**

## 5.2 FACTORY DESTUFFING

Providing road trailer for transporting loaded containers between ICD/Ravtha Road and consignee's premises for destuffing while the containers are loaded on road trailers, with in the under mentioned radius from ICD/Ravtha Road. The nominated loaded containers will normally be required to be loaded from ICD/Ravtha Road and unloaded at ICD/Ravtha Road after destuffing at consignee's premises or vice-versa. Normal cycle in such cases would be One Way Loaded – One Way Empty movement of containers(OWL-OWE). for different category of Wt. slabs( Upto9mt, >9-18,Mt and >18-24Mt,>24-30mt ) for 20' and 40' containers rate quoted accordingly.

**Note : Gross weight i.e. Tare weight + cargo weight will be considered for all purposes.**

- 6) Upto 10 Kms radius from ICD Ravtha Road
  - 7) More than 10 Kms and upto 20 Kms radius from ICD Ravtha Road
  - 8) More than 20 Kms and upto 30 Kms radius from ICD Ravtha Road
  - 9) More than 30 Kms and upto 40 Kms radius from ICD Ravtha Road
  - 10) More than 40 Kms and upto 50 Kms radius from ICD Ravtha Road
- A) From Ravtha Road to Kota city limit.
  - B) From Ravtha Road to Ramganj Mandi Area
  - C) Ravtha road to Bhawani Mandi.
  - D) For every additional 10 Kms.(rates to be quated separately) above 50 Kms., upto a distance of 150 kms.

**Note : For evolution of the financial bid rates payable to contractor at 100km will be considered for more than 50kms.**

## 5.3 LONG DISTANCE ROAD TRANSPORTATION

For different category of Wt. slabs(upto24MT and>24-30MT) for 20' & 40' containers.

**Transportation of Loaded container between :**

- A. Ravtha Road and JNPT/NSICT.
- B. Ravtha Road and MUNDRA Port.
- C. Ravtha Road and Pipavav.

## 5.4 Transportation of Empty Container between:

- A. Ravtha Road and Jaipur
- B. Ravtha Road/Tughlakabad
- C. Ravtha Road/ Dadri

**(The terminal Manager would decide the reasonableness of the transit time of long distance containers considering the various factors associated with it).**

NOTE:

(a) Normally loaded containers will be sent to consignee's premises for destuffing and empty containers brought back to ICD/Ravtha Road. There may, however, be cases when the empty container destuffed at consignee's premises are required to be repositioned at some other party's premises for stuffing with in the same area or in a different radius slab. This would entail Both Ways Loaded Movement of container for some distance. In such cases the Road Transport Contractor will be paid 25 % extra over for the second slab in which back loading is required to be done, over and above the quoted rate of the initial slab covering One Way Empty – One Way Loaded Movement for the purpose of destuffing.

Both way loaded (BWL) = One way loaded one way empty (OWL OWE) + 25% of One way loaded one way empty (OWL OWE)

b) In case, empty container sent to consignor's premises for stuffing is returned back empty on account of non-availability of cargo, this would entail Both Ways Empty movement of container. In such cases the Transport Contractor will be paid only 75 % of the rate quoted of that slab covering One Way Empty – One Way Loaded Movement.

Both way empty (BWE) = 75% of One way empty one way loaded (OWE OWL)

**Note: Toll tax will be collected from the customer and reimbursed to Transporter on actual basis.**

**5.5 Any other incidental work as directed by CONCOR staff will be performed by contractor for which no payment will be asked:**

- a) Handling of containers/cargo in the manner required by CONCOR/Custom Officials whenever a joint check is warranted due to defective seals, damage to containers etc.
- b)** Shifting empty containers for cleaning/washing within ICD premises.
- c) During the course of rail handling/shifting of containers, the contractor have to record the Data Capture Sheets recording the specific locations and movement of the containers for ensuring proper maintenance of stack locations.
- d) The contractor's staff may also be asked to search for a particular container if a container is to be shifted from a non numbered location.
- e) Taking inventory of containers/cargo in the Terminal.
- f)** Sealing/Rewetting the containers.

- g) Moving of loaded or empty containers within the ICD/CFS as deemed necessary by Terminal Manager for the convenience of handling traffic within ICD/CFS.
- h) Weighing of outward and inward cargo'es.
- i) Proper stacking of packing and other sundry material in designated area.
- j) Covering and uncovering of cargo with tarpaulins etc.

## **6. CUSTOMS EXAMINATION**

6.1 It should be clearly understood by the tenderer/contractor that the handling and transportation of ISO (EXIM) containers at ICD is for the purpose of import/export of cargo in containers. Therefore, for ISO containers, the activities described will involve examination and clearance by Customs Officials at various stages. The contractor shall provide labour and handling equipment to facilitate such examination whenever directed to do so by Customs or CONCOR officials. Customs examination along with other associated work, shall be included in the items of work described in the sub-paras mentioned earlier and no separate payment will be due for the same.

6.2 The delays resulting from examination and release of cargo/containers by Customs will not cause a ground for claim of any sort by the contractor on CONCOR.

## **7. Force Majeure :**

In the event of any unforeseen event directly interfering with the movement of trailers arising during the currency of the contract including but not limited to such as war, hostilities, acts of the public enemy, civil commotion, sabotage, strike/riotes/ fires, floods, explosions, epidemics, quarantine restriction, Bridge Collapse or any other acts of God, the contractor shall, within 03 days from the commencement thereof, notify the same in writing to the CONCOR with reasonable evidence thereof.

## **8 DURATION OF CONTRACT**

8.1 At the initial stage, the contract shall be awarded for a period of one (01) year from the date of commencement of contract. CONCOR will have discretion for extending it for another one (1) year on mutually acceptable terms and conditions including rates, at the sole discretion of CONCOR management.

8.2 However, it will be obligatory on the part of contractor to continue to work at the rates prevailing on the last date of the contract even beyond contract period for at least 4 (four) months or till the new contract is finalized, whichever is earlier.

## **9 EARNEST MONEY**

9.1 All tenderers are required to deposit a sum of Rs2 lakhs( Two lakhs only) as Earnest Money Deposit in the form of Pay Orders or Demand Draft made out in favour of Container Corporation of India Ltd. payable at Noida/New Delhi. The deposit should have a minimum validity of six months from the date of issue.

The tenderer will not resile from their offer or modify the terms and conditions thereof in a manner not acceptable to CONCOR. Should any tenderer fail to observe or comply with the said stipulation, the entire amount shall be liable to be forfeited by CONCOR.

- 9.2 Pay Orders/Demand Drafts should be enclosed along with the tenders. Tenders will not be considered unless the earnest money deposit has been made in accordance with the foregoing stipulation.
- 9.3 No interest shall be allowed on the earnest money deposited and also on security deposit as referred in the tender document.
- 9.4 The earnest money deposited by the successful tenderer will be adjusted towards the security deposit referred to in para 10.1 hereof. Subject to the condition stipulated in para 9.1 above, the earnest money of the unsuccessful tenderers will be returned as soon as possible after tenders have been finalized.
- 9.5 Should a person, whose tender has been accepted, declined or failed to remit the security deposit and/or execute an agreement within 10 days of the date of issue of communication from CONCOR's office and start the work within 21 days of issue of Letter of Intent, Earnest money deposit mentioned above will be forfeited in full by CONCOR without prejudice to any further rights of remedies in this regard for breach of contract.

## **10. SECURITY DEPOSIT**

- 10.1 The successful tenderer whose rates are finally accepted must submit within 10 days of acceptance of tender of Rs 1 lakh (One lakh) as Security Deposit for the fulfillment of terms & conditions of this contract. He should also execute an agreement in the prescribed form within 10 days of issue of LOI. This will be in addition to the cash security of Rs Two lakhs which will be adjusted against the Earnest Money deposit.
- 10.2 CONCOR shall be entitled to appropriate the whole or any part of security Deposit referred to above in the event of any breach on part of contractor of any terms of this contract without prejudice to CONCOR's rights to rescind the contract and any other remedy or right warranted by law.
- 10.3 CONCOR shall be entitled to recover any loss/damage that it may suffer by reasons of terms & conditions of the contract from the amount of security deposit and in event of any balance remaining due to CONCOR, the contractor shall forthwith pay the same. In the event of any such deduction from security deposit, contractor shall make good the deficiency in security deposit, within 15 days of the date of demand to this effect, failing which CONCOR shall deduct the same from the amounts due to the contractor.
- 10.4 The security Deposit shall, subject to any deduction that may be made, therefrom, be returned to contractor within three calendar months after termination of this contract and on issuance of "NO DUES CERTIFICATE" by the Terminal Manager, ICD/RAVTHA ROAD/KOTA. However, even if there is any delay, the contractor will not be entitled to any interest.
- 10.5 CONCOR will have the rights to recover any over payment which may have been made to the contractor. by CONCOR (by inadvertence, error, collusion, miss-constructions, or misstatement or through any cause

- whatsoever from handling bills) from the Security Deposit against this or any other contract or from any other amount due to him under this or any other contract. In the event of any such recoveries/adjustments being made from the Security Deposit, the contractor shall at once make good the deficiency in the amount of Security Deposit within fifteen days of the date of demand to this effect.
- 10.6 In case the amount of recoveries to be made from contractor exceeds the Security Deposit or the amount due to be paid to contractor on the handling bills, CONCOR shall adjust such amounts of contractor lying with them towards recoveries to be effected from the contractor and the contractor shall further make good the deficiency, in cash, within fifteen days of the date of demand to this effect.
- 10.7 CONCOR shall have a lien on and over all or any moneys that may become due and payable to the contractor and/or also on and over the security Deposit or amounts made under other contracts between the contractor individually or jointly with any others and CONCOR and the moneys payable to the contractor under these contracts, in respect of any debt or sum that may become due and payable to CONCOR under this contract or in respect of any debt or amount payable to the CONCOR by the contractor alone or jointly with others. CONCOR shall have a right to recover all the amounts due by the contractor either from the amounts due to contractor under this or any other contract entered into by him singly or jointly with others with CONCOR and likewise. CONCOR shall have power to recover the amounts due to CONCOR from the other contracts mentioned above from the amounts payable to the contractor under this contract also.
- 10.8 No interest will be payable on Security Deposit.
- 10.9 DIMO, CONCOR, may, at his discretion, increase the amount of Security Deposit proportionately to the increase in the volume of work, but not exceeding 50% of original Security Deposit referred above in para 10.1

## **11 BANK GUARANTEE BOND**

- 11.1 The successful tenderers will also be required to furnish a Bank Guarantee of Rs.4,00,000/- (Four lakhs only) within 10 days in the format prescribed for covering any loss/damage suffered by containers or cargo in CONCOR by the reason of any failure on part of contractor to carry cargo/containers safely in contravention of terms and conditions of this tender and his failure towards successful performance under the contract. The bank guarantee is required to be furnished from a schedule bank as per perform at Annexure – IV valid for six months beyond the expiry of the contract.
- 11.2 The value of bank guarantee may be increased at a subsequent date, if found necessary. The decision of the Director(IMO) , CONCOR will be final in deciding the revised value of the Bank Guarantee.

## **12. DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

- 12.1 PROVISION OF STAFF: The Contractor shall provide, at his own cost, trained operators and other employees with necessary tools, instruments, equipment etc., for the safe, effective and efficient discharge of the work contemplated in the contract.
- 12.2 Contractor shall be responsible for the proper and orderly conduct of his staff/workers while performing their duties as part of this contract and shall employ only such persons whose character has been verified by police. He shall on demand, produce papers regarding police verification of any or all of his staff employed to work at the terminal.
- 12.3 The official in charge of Inland Container Depot shall be at liberty to object to and require the contractor to remove forthwith from the Terminal any person employed by the contractor if, in the opinion of official in charge of Container Depot, such a person is disobedient/insubordinate/misconducts himself, is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered undesirable and such person shall not be again deployed by Contractor at Container Terminal without the written permission of official in charge of Container Terminal. Any person so removed shall be replaced by a competent substitute. The decision of official in charge of Container Terminal shall be final and shall not be questioned on any ground whatsoever.

## **13. SAFETY/PRECAUTIONS**

- 13.1 It shall be the duty of the contractor to acquaint himself and the labour deployed by him with all safety regulations regarding handling of all types of containers.
- 13.2 The contractor shall observe all safety precautions relating to safety of personnel. The contractor shall not do any work that may interfere with traffic within the ICD until the necessary safety precautions have been taken.
- 13.3 The contractor shall indemnify Container Corporation of India Ltd against any violation of safety laws, rules and regulations while carrying out operations as required by the contract.
- 13.4 The contractor shall indemnify CONCOR from all claims made in respect of loss or injury to any authorised staff/labour or other persons as may occur arising out of or in the course of operations performed under this contract.
- 13.5 CONCOR will not be liable to pay to the Staff/Labour of contractor for the injuries/death while performing duty. In case, CONCOR is to incur any liability, same will be recovered from the contractor.
- 13.6 All costs, damages or expenses, which CONCOR may have paid/incurred for which, under the contract, the contractor is liable, may be deducted by CONCOR from any money due or becoming due to him. CONCOR reserves the right and is at liberty to retain the security deposit or any payment due to contractor under this contract or any other contract to set off against any such claims whether arising out of this contract or part of any other transaction/claim against the contractor

## 14. LIABILITY FOR LABOUR LAWS

14.1 All labour and/or personnel employed by Contractor shall be engaged by him as his own employees/workmen in all respects implied or expressed. The responsibilities whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provisions of various labour laws of the country shall be that of the Contractor. He shall specifically ensure compliance with the following labour laws/acts and their enactments / amendments:

1. The Payment of Wages Act, 1936
2. The Factory Act, 1948
3. The Workmen's Compensation Act, 1923
4. The Employees' Provident Fund Act, 1952
5. The Contract Labour (Regulation & Abolition) Act, 1970
6. The Payment of Bonus Act, 1965
7. The Payment of Gratuity Act, 1976
8. The Equal Remuneration Act, 1976
9. The Employees State Insurance Act, 1948
10. The Industrial Disputes Act, 1947
11. The Employment of Children Act, 1938
12. The Motor Vehicles Act

14.2 The Contractor shall fully indemnify CONCOR against all the payments, claims and liabilities whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provisions of any of the labour laws to the extent they are applicable to the establishment/work in container terminal.

14.3 The Contractor shall observe all the formalities and abide by all the provisions Contained in Contract Labour Act, 1970 and Contract Labour Central Rules, 1971 which, in addition to others, provide that:

- (a) The Contractor shall obtain a valid license from the appropriate licensing officer of the area before commencement of the work and shall produce a copy thereof along with original license to the ICD- in-charge immediately on start of the work. The original will be returned to contractor after verification. Similar action will be taken by the contractor at the time of renewal of licence.
- (b) The Contractor shall pay wages to his labour in a manner laid down in Section 63 to 71 of the Contract Labour Central Rules, 1971 in presence of official nominated by in-charge of ICD.
- (c) The Contractor shall keep and maintain necessary Registers/Records, issue employment cards/service certificates and display notices in accordance with Sections 75 to 82 of the Contract Labour Central Rules. 1971.

- (d) The Contractor shall comply with the provisions of Contract Labour (Regulations and Abolition) Act, 1970 and Contract Labour (Regulations and Abolition) Central Rules, 1971 as modified from time to time, wherever applicable and shall also indemnify CONCOR from and against any claims under the aforesaid Act and the Rules.
- (e) The contractor should obtain separate code(identification number) for deposit of PF dues, if applicable, and deposit all dues with concerned PF authority directly.

14.4The onus of deposit of PF dues shall be on the contractor. The payment against their bills shall be released only on submission of all relevant challans , PF registration/code number, ESI records along with photocopies of attendance and payment registers are provided to Terminal Manager.

### 15. PROVISION OF HANDLING EQUIPMENT

Sl.no	Activities	Equipment	Nos.	Manufacturing date	Remarks
1	Handling of loaded containers.	a. Reach Stacker (on hiring basis) to lift fully loaded containers of <u>20’/22’/40`</u> and <u>capable of stacking up to 1+3 high of 40 Tons capacity.</u> (Reach stacker should be equipped with load sensing device.)	One	Should be always in good working condition	Should be owned or leased by the bidders tender.
2	Handling of empty containers.	Empty Sling Crane (On hiring basis) to lift empty containers of 20’/22’/40’ and capable of stacking up to 1+2 high	One	Should be always in good working condition.	Should be owned or leased by the bidder.
3	Road Vehicles,	For internal shifting(on hiring basis) /external shifting of containers, capable of transporting 20’/22’/40’ containers(on cycle basis)	1*40 , 5*20 , 2*40 ,	Should be Road worthy as per obtaining laws of the states and in good working condition.	2*20 and 1*40’ Trailers should be owned and rest may be leased by the bidders
4	Cargo handling	Fork lift 3 Tons (on cycle basis)	One	Should be in good working condition.	Should be in a position to arrange

					for this. An undertaking from owners for giving it to the tenderer on lease for the period of contract should be attached
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**NOTE:**

- 1. The actual number of requirement of equipment/trailers will be subject to variation in volume and actual number to be deployed at any given time will be intimated to contractor by Terminal Manager. However, contractor must be able to arrange additional 3 trailers on 7 days notice and more than 3 trailers on 15 days notice given by Terminal Manager as and when required.**

15.1 The contractor shall ensure that he deploys One Loaded Reach stackers which should always be in good working condition. He must indicate the place of its current deployment to enable CONCOR to ascertain its availability. The contractor should also indicate arrangements for hiring of equipments, if not owned by him.

15.2 The contractor shall obtain the required license for operation of equipment from the authorities concerned and ensure that these are operated by experienced and well qualified operators, as per requirement of the local authorities and law..

- a) All arrangements for operations and maintenance inclusive of fuel and lubricants, operators, other requisite personnel, maintenance and repairs etc. shall be made by Contractor at his own cost.
- (b) The contractor shall make arrangements for positioning of adequate equipment and trained personnel before the commencement of operations as per the contract.
- (c) The contractor shall pay (& bear) all levies, fees, taxes and charges etc. to the appropriate authorities and other bodies as required by them, under their rules for Reach stackers/sling crane/ Fork lift/Trailers employees or workers engaged by him. No claim on this behalf shall be entertained by CONCOR.
- (d) The contractor will be required to provide adequate number of labours and cargo handling equipment like hand barrows etc. if required.

**16. PROVISION OF VEHICLES**

16.1 Road vehicles for terminal transportation of ISO Freight containers would be in the form of tractor-trailer units each comprising of a prime mover and a semi trailer (chassis) fitted with container securing arrangements as stipulated below.

16.2 Container securing arrangements (bottom corner fittings) on the semi-trailer (chassis) shall be in accordance with the international standard "ISO

3874:1988(E)-Series 1 Freight Containers – handling and securing” elegant features of which are reproduced below.

“The chassis shall be fitted with twist-locks which may be either fixed or retractable and, in some cases, adjustable in height. Alternatively, securing cones with pin lock or securing guide with pin lock may be used.”

- 16.3 Length of the chassis should be suitable for carrying one 20/22 ft container or one 40 ft container or two 20/22 containers subject to weight conditions. The container shall not project beyond the front or rear of the chassis.
- 16.4 The vehicle shall have a sound body with proper registration and other relevant documents including pollution control certificate. Vehicles should be road worthy and these should be certify by the concerned State Authorities.
- 16.5 The road vehicles shall be inspected by CONCOR from time to time with a view to ensuring their proper maintenance, etc. and the transporter shall have to comply with all such requirements as may be necessary in this regard.
- 16.6 The contractor should have required registrations and licences for the operations of the vehicles issued by the competent authorities. The contractor should have Interstate/National Permit or National /Interstate permit may be obtained as per requirement and notice given by CONCOR/Terminal Manager. The contractor shall also ensure that the vehicles are operated by experienced and qualified operators/drivers as per the requirements of traffic authorities dealings with various aspects of law of the land.
- 16.7 The vehicles engaged by the contractor shall be painted according to the specifications, design, colour scheme, requirement etc as desired by CONCOR from time to time.
- 16.8 All vehicles shall be comprehensively insured by the contractor.

## **17 RESPONSIBILITY FOR LOSS OR DAMAGE TO CONTAINER/CARGO**

The contractor shall be liable to compensate CONCOR in full for all damages and losses and claims in respect of injuries or damage to any person or material or physical damage to property or any damage to container or cargo whether in his possession or not through his negligence , misconduct, default or any other act of commission or omission or that of his agents, servants or employees.

All costs, damages or expenses incurred by CONCOR in this connection will be recovered by CONCOR from the contractor It also reserves the right to retain contractor’s security deposit or any payment under the contractor to be off against such claims.

## **18 ILLEGAL GRATIFICATION**

18.1 Any bribe, commission, gift or advantage given/promised or offered by or on behalf of the contractor or his partner, agent or servant or any one of his or on their behalf to any employees(s) of CONCOR or to any person on his or on their behalf in relation to the obtaining or the executing of this or any other contract with CONCOR shall entitle CONCOR to rescind all contracts with him in addition to any criminal liability the contractor may incur, entitle CONCOR to rescind this contract and all other contract and all other contracts with him. CONCOR shall also be entitled to hold the contractor liable to pay to CONCOR any loss/damage resulting from such decision and to recover the amount from any money due to the contractor in respect of all contracts between him and CONCOR. The Contractor shall not lend to or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee(s) of CONCOR and, if he shall do so, CONCOR shall be entitled forthwith to rescind his all contracts with CONCOR. Any question or dispute as to the commissions of any offense or compensation payable to CONCOR under this clause shall be settled by CONCOR in such manner as it considers fit and sufficient and decision shall be final and conclusive.

18.2 The contractor shall forbid and take all possible steps within his power to prevent all laborers and other persons employed by him from demanding or receiving from any person other than the contractor himself or his agents any remuneration or gratuity whatsoever.

18.3 No person who had retired within two years as a Gazetted Officer in executive or administrative duties in any Government service or CONCOR shall be contractor. The contractor shall under no circumstances employ and person in the employment of the Government or CONCOR for the purpose of carrying out this contract and further shall not employ and person previously in the employment of the Government or CONCOR without express sanction in writing of CONCOR. The contract is liable for cancellation if the contractor himself or any of his employees is found to be a person to whom this applied and who had not obtained the necessary permission of CONCOR.

## **19 DEATH OF CONTRACTOR**

No alteration by death, resignation, addition or otherwise for or to the contractor or the partners constituting the contractor's firm shall vitiate or affect this contract but the contractor's heir or heirs or partners of the firm for the time being shall be absolutely bound by the terms hereof in the same manner as if he/they had been the sole or original party/parties hereto.

## **20. SUBLETTING NOT ALLOWED**

The Contractor shall not sublet, transfer or assign the contract or any part thereof, without the previous written approval of CONCOR. In case the contractor contravenes this condition, CONCOR shall be entitled to place the contract

elsewhere at the cost and risk of the contractor and all expenses borne on this account shall be recovered from him.

## **21. PAYMENTS**

21.1 For doing the work indicated in para and sub-para of 3,4,5, the Contractor will be paid according to the Schedule Of Rate which are finally accepted by the competent authority and the explanatory notes attached thereto as ANNEXURE II.

21.2 Payment shall be made through cheques. The successful tenderer taking up the work of the Terminal Operator shall intimate CONCOR the person/body in whose favour the cheque for amounts due to him should be drawn.

21.3 CONCOR will have the right to recover any over payment which might have been made to the contractor by CONCOR through inadvertence error, etc or any cause whatsoever from handling bills & from the security deposit or any other amounts due to him. In the event of any such recoveries/adjustments being made from the security deposit, the contractor shall at once make good deficiency in the amount of the security deposit within 15 days of payment to this effect, failing which CONCOR will be at liberty to deduct the said amount from the future bills.

21.4 The rates given in the Schedule of Rates will be binding on both the parties and no change in the rates will be permissible during currency of the contract except the conditions as laid down in para 21 below. It is expressly understood that the tender has considered every possible fluctuation in the rates of labour, material and general conditions and other possibilities of each and every kind before quoting rates. No claims on this account shall be entertained.

### **21.5 PAYMENT AGAINST ADDITIONAL OR EXTRA SERVICES**

The contractor shall have to perform all the services provided for in this contract and shall be paid at the rates quoted by him and accepted by CONCOR, subject to the terms and conditions of this contract. The contractor shall also provide any additional services not specifically provided for in this contract for which the remuneration shall be payable at the rates as may be settled by mutual negotiations. In the absence of an agreement being reached on the rates for such additional services will not confer a right upon the contractor to refuse to carryout or render such services.

### **21.6 DERIVING OF RATES FOR EXTRA SERVICES/SUBSTITUTED ITEMS**

The rate for any new items of work or substitution of existing items by a modified item would be derived in the manner given below:

- As far as possible the rates of a new item of work or part of work would be derived from the existing rate schedule and would be acceptable to the contractor.
- If on any account it is not possible to derive the rates from the existing rate schedule, then the rate prevailing at a similar facility (ICD/CFS) nearby would be applicable.

- If no such rates are available even in the nearby facility, then market rates would be ascertained and paid for by CONCOR and accepted by the contractor.
- The decision of the Managing Director, CONCOR with respect to the rates for extra/substituted items of work will be final and binding.

21.7 Subject to any deductions which CONCOR will be authorized to make under the terms of contract that may be applicable while accepting the tender, the Terminal Operator shall be entitled for payment as under:

*“ The Terminal Operator shall prepare and submit monthly bills in prescribed forms based on the quantum of work handled during the previous month to CONCOR’s official in-charge of ICD. Payment of amount claimed will be arranged after necessary checks of the correctness of claim, deducting all charges due including income-tax, at the prescribed rate. The aforesaid payment of the bill will ordinarily be made within 15 days of submission. The delay, however, shall either entitle the Terminal Operator to claim interest nor terminate contract. The contractor shall also be required to submit copies of proof of payment of ESI/PF in respect of the staff employed by him before the release of payment.*

21.8 A claim for services rendered under this contract shall be made by the contractor to CONCOR within three months of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in respect thereof and shall not be entitled to any payment on account thereof.

21.9 No claim in respect of under-payment to the contractor shall be considered valid or shall be entertained unless a claim in writing is made therefore within three months from the date on which payment of the original claim thereto was made. Any claim for such under-payment not received within the stipulated three months period shall be liable to be summarily rejected by CONCOR.

21.10 Payment shall be made through cheques. The successful tenderer taking up the work of the Terminal Operator shall intimate CONCOR the person/body in whose favour the cheque for amounts due to him should be drawn.

21.11 CONCOR will have the right to recover any over payment which might have been made to the contractor by CONCOR through inadvertence error, etc or any cause whatsoever from handling bills & from the security deposit or any other amounts due to him. In the event of any such recoveries/adjustments being made from the security deposit, the contractor shall at once make good deficiency in the amount of the security deposit within 15 days of payment to this effect, failing which CONCOR will be at liberty to deduct the said amount from the future bills.

## **22. RATE REVISION CLAUSE**

22.1 The contract prices shall remain firm throughout the contract period, except for variation in diesel (HSD) prices. CONCOR will increase or decrease the rates as and when there is change in HSD prices, whether increase or decrease. However, the

charges would be effected from the next quarter @ 0.3% for every 1% increase or decrease in base HSD (diesel) price due to any govt. notification, etc. duly supported by documentary evidence.

22.2 First rate revision would be done only after 6 months of commencement of contract, w.e.f. 1<sup>st</sup> of the month following completion of 6 months of commencement of contract.

22.3 The rate revision would be regulated by the following formula:

a) For 1<sup>st</sup> rate revision

$$\% \text{ Change in contract rates} = (P1-P0)/P0 \times 100 \times 30/100,$$

where

P1 = HSD price on 1<sup>st</sup> of the month following completion of initial six months of contract (as applicable in city of contract); and

P0= Base HSD price on the last date of submission of tender (in the city of contract)

22.4 In case CONCOR management decides to extent the contract period by one more year, CONCOR may negotiate the price with the TO depending; upon market situation at that time. Extension will be given at mutually accepted rates. Contractor will have right to exit for the extended period if no agreement on mutually acceptable rates is arrived at for the extendable period. In such an event, the contractor will, however, have to work at same rates for another 4 months, beyond the initial contract period, to enable CONCOR to finalize alternative arrangements.

22.5 In case the contract is further extended for a period of 1 year, same escalation clause, as mentioned in para 22.3 above, will be used to increase/decrease rates at a six monthly interval. This clause will become operative after the 1<sup>st</sup> six month of the extension.

### **23. UNSATISFACTORY PERFORMANCE**

Following shall constitute unsatisfactory performance under the agreement :

23.1 The handling contractor shall work in close consultation with and as per guidance and direction of Terminal Manager/Ravtha Road. The different types of work required to be executed on day to day basis will be advised to handling contractor in the form of "Job Orders" or any other manners deemed fit by the Terminal Manager ICD/ Ravtha Road.

23.2 *Handling equipments including trailer for terminal working will be hired for 2\*8 hours shifts in a day as decided by Terminal Manager. As and when equipments will be hired for additional time in a day the contractor will be paid on the basis of pro-rata. Similarly, break down during working hours will be deducted on pro-rate basis for the first 48 hours and after 48 hours it will be deducted on the basis of 1.25 times*

*of pro-rata rates. No free time allowance or maintenance schedule during working hours will be given to contractor. He will be paid/penalized for these equipments for extra time deployment/breakdown time on pro-rata basis as mentioned above. Net extra time /breakdown time will be calculated as difference between extra time deployment and breakdown time during working hours.*

23.3 In addition, in the event of unsatisfactory service as defined above or any failure at any time on the part of Contractor to comply with the terms and provisions of this contract to the satisfaction of CONCOR (who shall be the sole judge and whose decision shall be final), the contractor shall be liable to be fined upto Rs. 5000/- (Rupees Five Thousand only) on every single occasion on the sole discretion of the Terminal Manager.

23.4 In the event of repeated instances of unsatisfactory service or any failure on the part of the contractor to comply with the terms and provisions of this contract to the satisfaction of CONCOR, it shall be open to CONCOR to terminate the contract by giving 7 days notice in writing to that effect and if the contractor does not reply within 7 days after receipt of such notice proceed to make good his default, CONCOR shall be entitled after giving 48 hours notice in writing to terminate the contract as a whole or in part. In the event of such termination of the contract, CONCOR shall be entitled to (i) forfeit the security deposit as it may consider fit, (ii) get the balance work done by making an alternative arrangement as deemed necessary and (iii) recover from the Contractor any extra expenditure incurred by CONCOR in getting the work done and damages which CONCOR may sustain as a consequence of such action.

- ❖ The certificate of the CONCOR official incharge of ICD as to the sum payable to the Contractor, if the work in question had been carried out by him under terms of the contract, shall be final and binding on the contractor.

- ❖ If the extra expenditure incurred is more than the Security Deposit proposed to be forfeited, the expenditure over and in excess of the security deposit may be recovered by deducting the said amount from any pending bills of the Contractor by CONCOR under this or any other of his contract with CONCOR anywhere in India or otherwise. The Contractor shall have no claim whatsoever against CONCOR in consequence of the termination of contract as stated above.

23.5 In the event of Contractor's employees going on strike which would include what is understood as a stay in strike or if there is suspension of work due to non availability of operators or any other cause or if the progress of the work is affected due to shortage/inadequate provision of equipment/staff any other failure on the part of the contractor to do any work either in full or part as stipulated in the agreement, CONCOR shall be at liberty to carry on work under this agreement through any other agency and all expenses incurred on this account shall be at the sole risk and responsibility of contractor and shall be recovered from any money due to him for from his security deposit referred to in this agreement.

- 23.6 The Contractor shall be liable to be fined upto Rs. 5000/- (Rupees Five thousand only) on each occasion at the sole discretion of the Terminal Manager for unsatisfactory service or any lapses, misconduct on part of his employees, servants or workers in day to day operations and such fines will be recoverable from the handling bills.
- 23.7 Chief General Manager, North Central Region, CONCOR is the person who shall be empowered to consider waiver of the above mentioned penalties on any account either in part or in full at his sole discretion.

## **24 TIME LIMIT FOR EXECUTION OF JOB ORDERS**

- 24.1 The contractor will be required to handle (unload and back load) the rail wagons as per time limit given below:  
Up to 30 Wagon(60 Teus) (unloading): within 2hours from time of issue of job order.  
Up to 30 wagon(60 Teus) (loading): within 2 hours from time of issue of job order.  
In case of double operation (unloading/loading) the time limit will be 4hours from time of issue of job order.  
More than 30 Wagon or 60 Teus (unloading) within 3hours from the time of issue of job order.  
More than 30 Wagon or 60 Teus (loading) within 3hours from the time of issue of job order  
In case of double operation ( unloading/loading) the time limit will be 6hours from time of issue of job order.

**This is being done to encourage loading/unloading in Engine on Train position.**

- 24.2 The successful bidder will be required to provide road vehicles for loading of loaded/empty containers for stuffing/destuffing within three hours of issue of job order to that effect. Failure to comply may invite penalty up to Rs.1000/ per day or part thereof at the discretion of Terminal Manager.

24.3 In case of failure, CONCOR will levy wagon detention charges for the entire rake @ Rs.100 per flat wagon per hour or part thereof, for rakes carrying ISO/DSO containers. CONCOR shall not be liable to give prior notice to the terminal operator in respect of number of railway flats/ wagons to be placed for handling. the Terminal operator must keep himself informed of the status of placement of railway flats/wagons for unloading/loading or otherwise. The detention charges are subject to review as and when Railways notifications are issued for demurrage.

- 24.4 Cargo received during business hours of ICD-Ravtha Road will have to be unloaded/loaded within 6 hours of J.O or provision of trucks by party, whichever is later, failing which the claim received by CONCOR for reimbursement of any detention charges for the trucks being incurred by the exporter, if any, will be debited to T.O A/c subject to maximum of Rs.400 per truck per day.

- 24.5(a) Stuffing/destuffing should be completed within 3 hours of issue of J.O for both 20' & 40' containers and Loading/unloading of loaded/empty containers from the trailer should be completed within 3 hours of issue of J.O.
- (b) Placement of empty container for stuffing at warehouse and removal of stuffed containers from warehouse to be done as per time specified by the warehouse in charge.
- 24.6 In case of long distance transportation i.e. for containers meant to JNPT/NSICT/MUNDRA/PIPAVAV/ Port etc. as per clause 5.3, if the contractor fails to reach to the destination as per expected transit time, the penalty would Rs. 2000/- per Teu per day or part there of and Rs. 4000/- per Feu per day or part there of.

## **25 ARBITRATION**

- 25.1 In case of any disputes arising out of interpretation of any of the provisions of this contract, an arbitrator shall be appointed by the Managing Director. There will be no objection if the arbitrator so appointed is an employee of CONCOR and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute in reference
- 25.2 Subject as aforesaid, the provision of the Arbitration Act 1996 or any statutory modification or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- 25.3 It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amount claimed in respect of each dispute. The arbitrator(s) may from time to time, with consent of the parties, enlarge the time for making and publishing the award.
- 25.4 The work under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the Terminal Operator shall be withheld on account of such proceedings.
- 25.5 The venue of arbitration is such place as may be fixed by the Arbitrator in his sole discretion.
- 25.6 The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.
- 25.7 Once the contractor has been paid his security deposit and has been returned his Bank guarantee by CONCOR, it shall be treated that the contract is over and no disputes shall be entertained after that.
- 25.8 If claim is decided as a result of award of arbitration 40% interest will be due to the concerned party.

## **26. DEDUCTION TOWARDS INCOME TAX OR ANY OTHER LEVY ETC. AT SOURCE**

Deduction of Income Tax or other levies at source, wherever due or any other tax/levy imposed by the Govt. will be made from the moneys payable to the

contractor on the bills for work done in accordance with provisions of laws or any statutory modifications of the said laws applicable from time to time. The successful bidder is required to submit a copy of Permanent Account Number at the time of executing the agreement.

**27. SERVICE TAX & CESS:**

Contractor would register himself with service tax authorities and pay service tax and applicable cess, if any, as due to the authorities on regular basis. He will raise and show this amount of service tax & cess, if any, separately with his monthly handling bills raised to CONCOR and CONCOR will pay along with his bills.

**28. CONCOR RESERVES THE RIGHT TO TERMINATE THE AGREEMENT IN CASE THE HANDLING CONTRACTOR BECOMES INSOLVENT OR IS CONVICTED IN A COURT OF LAW.**

It at any time the Contractor becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or, if he is convicted in any court of law, CONCOR will have the absolute option of terminating the contract forthwith and he shall have no right for damage or compensation on this account.

**29. NOTICE ETC.**

Save as otherwise provided, all notices to be issued and action to be taken for and on behalf of the Managing Director, CONCOR shall be issued or taken on his behalf by the official incharge of the ICD. The Contractor shall furnish to CONCOR the names, designation and address of his authorised representatives, and all complaints, notices, communication and references shall be deemed to have been duly served to Contractor if delivered to them or his authorised representative or left at or posted at the address so given. It shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary cover of post or on the day on which they were delivered or left.

**30. RESPONSIBILITY FOR LOSS OR DAMAGE TO CONCOR PROPERTY AND ROLLING STOCK OR OTHER RAILWAY PROPERTY**

The contractor shall be liable to compensate CONCOR for all damages and losses and claims in respect of injuries or damage to any person or material or physical damage to property belonging to CONCOR and/or to rolling stock or other property belonging to Railway or CONCOR whether in his possession or not through his negligence, misconduct, default or any other act of commission or omission or that of his agents, servants or employees.

**31. VOLUME OF WORK/SCHEDULE OF QUANTITIES**

The schedules of quantities indicated in Annexure II are only an approximate estimate of the volumes expected. It may be noted that evaluation of the Financial Bid shall be made on the basis of these quantities. Estimated quantity shall not be a basis for any dispute with regard to the rates quoted by the tender/contractor



**ANNEXURE I**  
**CONTAINER CORPORATION OF INDIA LTD.**  
**LETTER OF SUBMISSION OF TENDER**

Issued to .....

To,

The Chief General Manager,  
Container Corporation of India Ltd.  
North Central Regional Office  
P-5, 5<sup>th</sup>.Floor, Ocean Plaza,  
Sector – 18, Atta Market,  
NOIDA – 201301 (U.P).

Dear Sir,

**Sub : TENDER FOR CONTRACT FOR TERMINAL HANDLING AND TRANSPORTATION FOR INLAND CONTAINER DEPOT, RAVTHA ROAD FOR A PERIOD OF 12+12 MONTHS FROM THE DATE OF AWARD OF CONTRACT.**

1. Subject to the conditions given in the tender documents purchased by me in connection with above-mentioned contract, I/We hereby tender for the contract for working as Terminal Operator for CONCOR, for its ICD at Ravtha Road at the rates specified in the SOR (Annexure – II) annexed with the documents. I/We hereby certify that I/We have examined and am/are fully familiar with all the provisions of the contract documents and I/We am/are satisfied that they are accurate and agree to abide by all these terms and conditions laid therein
- 2.. Following certificates/documents are enclosed herewith :
  - 21.1 Experience certificate showing the experience in the work tendered for container handling and transportation business for a minimum period of **two years** having handled at least 1200 teus and transported at least **600 Teu's** during any two year out of the preceding three years including 2004-05.
  - 21.2 Documents showing constitution of the firm/company (copy of partnership deed with copy of registration certificate in case of partnership firm and a copy of incorporation certificate, certificate of Memorandum and Articles of Association in case of a company).
  - 21.3 Income and expenditure account and balance sheet (in case of partnership owned firm) for last three years certified by a chartered accountancy firm or audited annual report (in case of company) for FY 2003-04 and 2004-05 as per which my Turnover from transport and handling business is over a minimum level of Rs 50Lakhs P.A .
  - 21.4 Evidence of the authority of the person signing this proposal to bind tenderer to this proposal and to any contract resulting therefrom.

21.5 Organisation chart

3. A sum of Rs.2,00,000/- (Rupees Two lakhs only) towards earnest money in the form of pay order/demand draft no..... dated ..... in favour of CONTAINER CORPORATION OF INDIA LTD.” , payable at New Delhi.
4. I/We agree to keep this tender open for a period of 120 (one hundred and twenty) days from the date fixed for opening the same which cannot be withdrawn from the said period of 120 (one hundred and twenty) days or until a contract for the work is fully executed with a third party whichever is earlier.
8. The details of other contracts held by me/us with CONCOR/Railway Administration/other agencies doing similar work of handling ISO containers and other allied work are given below :
  - (a)
  - (b)
  - (c)
9. The SOR duly filled and signed is enclosed in a separate sealed envelope. I/We clearly understand that this will be opened on a subsequent date only if my/our pre-qualification bid is accepted by CONCOR.
10. I/We do hereby declare that the entries made in the tender and annexure attached therein are true.

Tenderer's address	Yours faithfully, Signature of Tenderer/s
..... .....	1. .... 2. ....
Telegraphic address	Name, Signature and Address of witnesses
..... .....	1. .... 2. ....
Telex/fax number if any. .....	E-mail no. if any,

**SCHEDULE OF RATES FOR CONTAINER HANDLING OPERATIONS AT ICD  
RAVTHA ROAD/KOTA**

**(RATE/ PER MONTH)  
For two shifts (8 hrs per  
shift)**

<u>S.NO</u>	<u>ITEM OF WORK</u>	<u>IN FIGURES</u>	<u>IN WORDS</u>
1	Hiring of One Loaded Reach Stackers for Two shifts a day Operation/per Month		
2	Hiring of 1*40' Trailer for Two shifts a day for internal shifting/ per Month.		
3	One Empty Sling Crane for two shifts a day Operation for handling of empty containers/Per Month		
<b>NOTE:</b>	<b>Rates quoted above are exclusive of Service Tax &amp; applicable cess thereon, if any.</b>		

**SHEDEL EOF RATES FOR WORK TO BE PERFORMED AS A TRANSPORTER: SHORT DISTANCE TRANSPORTATION**

Claus	Descriptions (Activity)	Vol. 20'	Rates for 20'		Vol. 40'	Rates for 40'	
			In Figures	In word		In Figures	In word
	<b>Transportation for factory stuffing (OWE –OWL)</b>						
<b>5.1</b>	<b>Factory Stuffing (OWE-OWL)</b>						
	<b>1. Upto 10 Kms.;</b>						
20'	(a) upto24 MT	2					
	(b) > 24 Mt and upto 30 MT	5					
40'	(a) upto24 MT				1		
	(b) > 24 Mt and upto 30 MT				1		
	<b>2. &gt;10 Kms. 20 Kms.;</b>						
20'	(a) upto24 MT	1					
	(b) > 24 Mt and upto 30 MT	5					
40'	(a) upto24 MT				1		
	(b) > 24 Mt and upto 30 MT				1		
	<b>3. &gt;20 Kms.- 30 Kms.;</b>						
20'	(a) upto24 MT	2					
	(b) > 24 Mt and upto 30 MT	5					
40'	(a) upto24 MT	1			1		
	(b) > 24 Mt and upto 30 MT	1			1		
	<b>4. &gt;30 Kms.- 40 Kms.;</b>						
20'	(a) upto24 MT	3					
	(b) > 24 Mt and upto 30 MT	5					
40'	(a) upto24 MT	1			1		
	(b) > 24 Mt and upto 30 MT	1			1		
	<b>5. &gt;40 Kms.- 50 Kms.;</b>						
20'	(a) upto24 MT	2					
	(b) > 24 Mt and upto 30 MT	5					
40'	(a) upto24 MT				1		
	(b) > 24 Mt and upto 30 MT				1		
	<b>A) Ravtha Road and Kota city limit.</b>						
20'	(a) upto24 MT	25					
	(b) > 24 Mt and upto 30 MT	200					
40'	(a) upto24 MT				5		
	(b) > 24 Mt and upto 30 MT				1		
	<b>B) Ravtha Road and Ramganj mandi.</b>						
20'	(a) upto24 MT	2					
	(b) > 24 Mt and upto 30 MT	50					
40'	(a) upto24 MT				1		
	(b) > 24 Mt and upto 30 MT				1		
	<b>C) Ravtha Road and Bhawani Garh</b>						
20'	(a) upto24 MT	5					
	(b) > 24 Mt and upto 30 MT	0					
40'	(a) upto24 MT				5		
	(b) > 24 Mt and upto 30 MT						

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	<b>D) For every additional 10 Kms. (rates to be quoted separately) above 50 Kms. upto a distance of 150 kms.</b>						
20'	(a) upto 24 MT	10					
	(b) > 24 Mt and upto 30 MT	10					
40'	(a) upto 24 MT				10		
	(b) > 24 Mt and upto 30 MT				10		

Clause	Descriptions (Activity)	Vol. 20'	Rates for 20'	Vol.40'	Rates for 40'	Clause	Descriptions (Activity)
	<b>Transportation for factory Destuffing (OWL-OWE)</b>		<b>In Figures</b>	<b>In word</b>			<b>Transportation for factory Destuffing (OWL-OWE)</b>
<b>5.2</b>	<b>Factory Stuffing (OWL-OWE)</b>					<b>5.2</b>	<b>Factory Stuffing (OWL-OWE)</b>
	<b>6. UP TO 10 Kms.</b>						
20'	(a) upto9 MT	1					
	(b) > 9 Mt and upto 18 MT	1					
	(c) >18mt and upto 24mt	1					
	(d) >24mt and upto 30mt	1					
40	(a) upto9 MT						
	(b) > 9 Mt and upto 18 MT				1		
	(c) >18mt and upto 24mt				1		
	(d) >24mt and upto 30mt				1		
	<b>7. &gt;10-20 Kms.</b>						
20'	(a) upto9 MT	1					
	(b) > 9 Mt and upto 18 MT	1					
	(c) >18mt and upto 24mt	1					
	(d) >24mt and upto 30mt	1					
40	(a) upto9 MT				1		
	(b) > 9 Mt and upto 18 MT				1		
	(c) >18mt and upto 24mt				1		
	(d) >24mt and upto 30mt				1		
	<b>8. &gt;20-30 Kms.</b>						
20'	(a) upto9 MT	1					
	(b) > 9 Mt and upto 18 MT	1					
	(c) >18mt and upto 24mt	1					
	(d) >24mt and upto 30mt	1					
40	(a) upto9 MT				1		
	(b) > 9 Mt and upto 18 MT				1		
	(c) >18mt and upto 24mt				1		
	(d) >24mt and upto 30mt				1		
	<b>&gt; 30- 40 Kms.</b>						
20'	(a) upto9 MT	1					
	(b) > 9 Mt and upto 18 MT	1					
	(c) >18mt and upto 24mt	1					
	(d) >24mt and upto 30mt	1					
40	(a) upto9 MT				1		
	(b) > 9 Mt and upto 18 MT				1		
	(c) >18mt and upto 24mt				1		
	(d) >24mt and upto 30mt				1		

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	<b>&gt; 40- 50 Kms.</b>					
20'	(a) upto9 MT	1				
	(b) > 9 Mt and upto 18 MT	1				
	© >18mt and upto 24mt	1				
	(d) >24mt and upto 30mt	1				
40	(a) upto9 MT				1	
	(b) > 9 Mt and upto 18 MT				2	
	© >18mt and upto 24mt				1	
	(d) >24mt and upto 30mt				1	

Clause	Descriptions (Activity)	Vol. 20'	Rates for 20'		Vol. 40'	Rates for 40'	
			In Figures	In word		In Figures	In word
	<b>Transportation for factory Destuffing (OWL-OWE)</b>						
5.2	<b>Factory Stuffing (OWL-OWE)</b>						
	<b>A) Ravtha Road and Kota city limit</b>						
20'	(a) upto 9 MT	20					
	(b) > 9 Mt and upto 18 MT	5					
	© >18mt and upto 24mt	5					
	(d) >24mt and upto 30mt						
40	(a) upto 9 MT				1		
	(b) > 9 Mt and upto 18 MT				2		
	© >18mt and upto 24mt				1		
	(d) >24mt and upto 30mt						
	<b>B) Ravtha Road and Ramganj mandi.</b>						
20'	(a) upto 9 MT	1					
	(b) > 9 Mt and upto 18 MT	1					
	© >18mt and upto 24mt	1					
	(d) >24mt and upto 30mt	1					
40	(a) upto 9 MT				1		
	(b) > 9 Mt and upto 18 MT				1		
	© >18mt and upto 24mt				1		
	(d) >24mt and upto 30mt				1		
	<b>C) Ravtha Road and Bhawani Garh</b>						
20'	(a) upto 9 MT	1					
	(b) > 9 Mt and upto 18 MT	1					
	© >18mt and upto 24mt	1					
	(d) >24mt and upto 30mt	1					
40	(a) upto 9 MT				2		
	(b) > 9 Mt and upto 18 MT				1		
	© >18mt and upto 24mt				1		
	(d) >24mt and upto 30mt				2		
	<b>D) For every additional 10 Kms. (rates to be quoted separately) above 50 Kms. upto a distance of 150 kms.</b>						
20'	(a) upto 9 MT	5					
	(b) > 9 Mt and upto 18 MT	5					
	© >18mt and upto 24mt	1					
	(d) >24mt and upto 30mt	1					
40	(a) upto 9 MT				1		
	(b) > 9 Mt and upto 18 MT				5		
	© >18mt and upto 24mt				5		
	(d) >24mt and upto 30mt				5		

From Pre Page  
**Long Distance Road Transportation**

Clause	Descriptions (Activity)	Vol. 20'	Rates for 20'		Vol. 40'	Rates for 40'	
			In Figures	In word		In Figures	In word
	<b>Transportation of loaded container between</b>						
<b>5.3</b>	<b>A) Ravtha Road and JNPT/NSICT</b>						
20'	(a) upto24 MT	1			1		
	(b) > 24 Mt and upto 30 MT						
40'	(a) upto24 MT						
	(b) > 24 Mt and upto 30 MT						
	<b>B) Ravtha Road and MUNDRA Port.</b>						
20'	(a) upto24 MT	1					
	(b) > 24 Mt and upto 30 MT				1		
40'	(a) upto24 MT						
	(b) > 24 Mt and upto 30 MT						
	<b>C) Ravtha Road and PIPAVA Port.</b>						
20'	(a) upto24 MT	1					
	(b) > 24 Mt and upto 30 MT				1		
40'	(a) upto24 MT						
	(b) > 24 Mt and upto 30 MT						

**Transportation of Empty Container between:**

Clause	Descriptions (Activity)	Vol. 20'	Rates for 20'		Vol. 40'	Rates for 40'	
			In Figures	In word		In Figures	In word
<b>5.4</b>	<b>A) Empty between Ravtha Road and Jaipur.</b>	<b>5</b>			<b>5</b>		
	<b>B) Empty between Ravtha Road and Tughlakabad.</b>	<b>1</b>			<b>1</b>		
	<b>C) Empty between Ravtha Road and Dadri.</b>	<b>1</b>			<b>1</b>		

**AnnexureII-B**

**Schedule of rates to be performed as Licencee:**

Sl. No.	Clause	Category of work	20' Rates (in Figure Word)		40' Rates (in Figure Word)		Volume	
							20'	40'
<b>4.1</b>	<b>E-1</b>	<b>ICD Stuffing through warehouse</b>					<b>200</b>	<b>25</b>
	E-2	ICD Stuffing - Direct					25	10
	E-3	Cargo handling in case of factory stuffed unit					10	2
<b>4.2</b>	<b>M-4</b>	<b>ICD-Destuffing- through warehouse</b>					<b>25</b>	<b>10</b>
	M-5	ICD-Destuffing-Direct					5	2
	M-6	Cargo Handling in case of Factory destuffed unit					10	5
<b>4.3</b>	<b>D-7</b>	<b>Terminal stuffing direct</b>					<b>10</b>	<b>1</b>
	D-8	Terminal Destuffing direct					10	1
	D-9	Cargo Handling of Leftover Cargo for back to town					1	1

**Out of Cycle Works:**

Sl. No	Clause	Category of work	20' Rates (in Figure Word)		40' Rates (in Figure Word)		Volume	
							20'	40'
4.4	OC-1	Destuffing of Cargo					2	1
	OC-2	Restuffing of the cargo					2	1
	OC-3	Transshipment of cargo from one container to another container.					1	1
	OC-4	Unloading of the cargo from truck to ground (per Ton)					1	1
	OC-5	Loading of the cargo from ground to truck. (per Ton)					1	1

### ANNEXURE III

#### **AGREEMENT FOR ACTING AS HANDLING CONTRACTOR BY PROVIDING PROFESSIONAL SERVICES FOR TERMINAL HANDLING AND ROAD TRANSPORTATION AT ICD RAVTHA ROAD/KOTA**

Contract Agreement No :

Dt :

An agreement made this ..... day of ....., Two Thousand and Three between Container Corporation of India limited, with Registered office at CONCOR BHAVAN, C-3, Mathura Road, New Delhi 110 076 (A govt. of India Undertaking) represented herein by the Chief General Manager, North Central Region, Room No. 502, 5<sup>th</sup> Floor, P-5, Ocean Plaza, Sec.-18, Noida (hereinafter called CONCOR) of the one part AND M/s \_\_\_\_\_ (hereinafter called the “ Contractor” which expression shall be deemed to include his/their respective heirs, executors, administration, legal representatives, successors and assignees) of the OTHER PART for the purpose of performing the work of handling and transporting of Freight Containers with or without cargo by Internal shifting of the said containers within ICD Ravtha Road/Kota and outside ICD at the rates and under the conditions specified in the schedules annexed..

Whereas the Contractor has agreed with CONCOR to perform all the operations set forth in the schedule here to annexed, upon the terms and conditions governing contract annexed.

In consideration of the payments to be made by CONCOR, the Contractor shall duly perform the said operations in the said schedule set forth and shall execute the same with great promptness, care and diligence in a workman like manner to the satisfaction of CONCOR and will carry out the work in accordance with the terms and conditions of this contract w.e.f. \_\_\_ day of \_\_\_\_\_, 2005 and upto \_\_\_ day of \_\_\_\_\_, 2006 and will observe, fulfil and honor all the conditions there in mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth therein) and CONCOR hereby agreed that if the Handling Contractor observes and honour the said terms and conditions of contract, CONCOR will pay or cause to be paid to the Contractor for the operations on the completion thereof, the amounts due in respect thereof at the rates specified in the schedule here to annexed.

The cost of stamp duty, if any due on this contract shall be borne by the contractor.



**ANNEXURE IV**  
**BANK GUARANTEE BOND**

1. In consideration of Container Corporation of India Ltd. (hereinafter referred to as CONCOR) with registered office at C-3, CONCOR Bhawan, Opp. Apollo Hospital, Mathura Road, Sarita Vihar, New Delhi acting through Chief General Manager, with office at P-5, 5<sup>th</sup>.Floor, Ocean Plaza, Sector –18, Atta Market, Noida, having agreed to permit M/s.....  
(Hereinafter called the said contractor) to undertake terminal handling and short distance transportation at ICD Agra on the terms and conditions of the agreement dated ..... made between..... and..... on production of a Bank Guarantee for Rs.....  
(Rs..... only), we..... Bank, (hereinafter referred to as the Bank) do hereby undertake (an promise) to pay to Container Corporation of India Ltd. an amount not exceeding Rs..... against any loss or damages caused to or suffered or would be caused to or suffered by the containers or cargo therein or the Container Corporation of India Ltd. by reason of any failure of the Terminal Operator to carry containers/cargo safely in contravention of the terms and conditions contained in the said agreement.
  
2. We....., Bank, do hereby agree to be the primary obligator and undertake and promise to pay the amounts due or payable under this guarantee without any demur, merely on a demand from the Chief General Manager, North Central Region, Container Corporation of India Ltd., stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Container Corporation of India Ltd. by reason of any failure of the said Contractor's failure to perform the said operations safely without damaging the cargo/container. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under guarantee shall be restricted to an amount not exceeding Rs.....
  
3. We..... Bank, further agree that the guarantee herein contained shall be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the Container Corporation of India Ltd. under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or guaranteed, unless a demand or claim under this agreement is made on us in writing on or before 7 months after the date of completion of the contract we shall be discharged from all liability under this guarantee thereafter.
  - (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Container Corporation of India Ltd. or until the date of the expiry of the contract (whichever is earlier) and no claim shall be valid under this guarantee

unless noticed in writing thereof is given by the Container Corporation of India Ltd. within 3 months from the date of aforesaid.

(b) Provided that we..... bank unconditionally undertake to renew this guarantee or to extend the period of guarantee from year to year within 3 (three) months before the expiry of the period or the extended period of the guarantee as the case may be on being called upon to do so by the Government. If the guarantee is not renewed or the period extended on demand, we..... Bank shall pay the Container Corporation of India Ltd. the full amount of the guarantee on demand and without demur.

4. We..... Bank, further agree with the Container Corporation of India Ltd. that the Container Corporation of India Ltd. shall have the fullest liberty without our consent and without affecting in any manner out of obligations hereunder to vary any of the terms and conditions of said handling and transport contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Container Corporation of India Ltd. against the said handling and transport contractor and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Handling or for any bearance, Act or commission on the part of the Container Corporation of India Ltd., or any indulgence by the matter or thing whatsoever which under the law relating to sureties but for the said reservation would relieve us from the liability.
5. This guarantee will not be revoked by any change in the constitution of the Bank and or of the surety.
6. We ..... Bank lastly undertake not to revoke this guarantee during this currency except with the previous consent of the Container Corporation of India Ltd. in writing.

**Date :**

**Officer's signature with Bank seal**

ANNEXURE – V

**PARTICULARS OF EQUIPMENTS OFFERED**

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S. No.	Number Given By RTO	Make & Model	Engine No.	Chassis No.	Capacity	Owned by tenderer or Attached	Current place of deployment

- Please enclose copy of registration book for each vehicle owned by tenderer in its name . For all other cases (including where vehicle is not owned by any partner/director of the Tenderer), an affidavit from the owner is required to be enclosed in addition to copy of RC Book.

Signature \_\_\_\_\_

Name of person signing \_\_\_\_\_

Tenderer's name \_\_\_\_\_

Seal \_\_\_\_\_

**ANNEXURE-VI**

**EXPERIENCE CERTIFICATE**

**( on company's letter head)**

This is to certify that M/s \_\_\_\_\_ have worked as our handling contractor for the work of handling ISO containers. Their performance has been very satisfactory up to our expectations. The details of containers handled by them during previous ..... years has been as under

Mechanical handling of ISO containers.

S.no.	Year	No. of containers (in TEUs)	Place of work	Type of equipment used
1.				
2.				
3.				
4.				

**(Authorised Signatory)**

**Name.....**  
**& designation.....**  
**Seal of company.**

Note: In case of non-satisfactory working if penalty have been imposed on the contractor for unsatisfactory working or otherwise the Terminal Manager should furnish the details thereof and not to issue this certificate.

**Annexure-VII**

UNDERTAKING TO BE GIVEN BY THE BIDDERS DOWN LOADING TENDER DOCUMENT FROM CONCOR'S WEBSITE ON THE LETTER HEAD OF THE BIDDER.

**Chief General Manager  
Northern Central Region  
Container Corporation of India Ltd.  
P-5, 5<sup>th</sup>.Floor, Ocean Plaza,  
Sector – 18, Atta Market,  
NOIDA – 201301 (U.P).**

I/We..... the authorized signatory of the  
.....(Name of  
Company/Firm/Association) certify that no addition/modification/alteration has been  
made in the original document down loaded from CONCOR website. If at any stage,  
alteration/modification is noticed in the Original Document, I/We will abide by terms and  
conditions contained in the original tender document, failing which CONCOR reserves  
the right to reject the tender and / or cancel the contract.

Signature of the authorized signatory.

With seal